RECENT DECISIONS

BILLS AND NOTES—ACCOMMODATION MAKER—RELEASE BY EXTENSION OF TIME OF PAYMENT.—The appellant was the accommodation maker of a promissory note in the hands of the appellee, who had knowledge of this fact. The note was not paid upon maturity and the appellee for valuable consideration granted an extension of time to the real maker without the knowledge or consent of the appellant. When sued on the note, the latter defended on the ground that the appellee had released him by granting the extension. *Held*, appellant not released. *Fox* v. *Terre Haute National Bank* (Ind. App.), 129 N. E. 33.

Under the law merchant it is held that a definite and binding agreement for an extension of time on a negotiable instrument releases a surety thereon. *Bank of Horton* v. *Brooks*, 64 Kan. 285, 67 Pac. 860. And an accommodation maker is considered a surety in such case. *Hall* v. *Capital Bank of Macon*, 71 Ga. 715; *American, etc., Corp.* v. *Marquam*, 62 Fed. 960.

But the adoption of the Negotiable Instrument Law has led to a change in this rule and the courts have been eager to reverse their former ruling in order that there may be a uniform construction of the statute in all the States. See N. I. L. §§ 119, 120, 192. This point is emphasized in most of the recent opinions. Thus, where a holder in due course extended the time of a negotiable note, knowing that the defendant had signed as an accommodation maker, it was held that the defendant was not released. *Bradley Engineering Co.* v. *Heyburn*, 56 Wash. 628, 106 Pac. 170, 134 Am. St. Rep. 1127. And in *First State Bank* v. *Williams*, 164 Ky. 143, 175 S. W. 10, it was held that an accommodation party is not released by a binding extension even when the instrument has never been negotiated, but is still in the hands of the payee. Moreover, there is no such relation as principal and surety recognized by the Negotiable Instrument Law, but any person signing as a primary party is absolutely bound to pay. *Union Trust Co.* v. *McGinty*, 212 Mass. 205, 98 N. E. 679, Ann. Cas. 1913C 525, and note. It has been held, however, that as between the parties, *i. e.*, when the instrument has never been negotiated, the Negotiable Instrument Law does not apply and the accommodation maker is released. *Fullerton Lumber Co.* v. *Snouffer*, 139 Iowa 176, 117 N. W. 50.

DIVORCE—ALIMONY MAY BE AWARDED AS INCIDENT THOUGH NOT SPECIFICALLY SOUGHT—ALIMONY A LIEN ON HOMESTEAD.—The defendant was granted a divorce from her husband, the plaintiff, and was given alimony, on a bill which did not pray specifically for alimony. This alimony was made a lien on all of the real property of the plaintiff in the State. Execution being issued against land which the plaintiff claimed as homestead, he sought to enjoin the levy. *Held*, injunction denied. *Haven* v. *Trammell* (Okla.), 193 Pac. 631.

The demand for alimony in a divorce suit is not an essential part of the cause of action, but is merely incidental to the suit and the